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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH**

RYAN DEPAUW and JEREMY WILSON,
each individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

WHITESTONE HOME FURNISHINGS,
LLC,

Defendant.

Case No. 24CV25629

**ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Hon. Heidi H. Moawad

1 Before the Court are Plaintiffs’ Motion for Final Approval of Class Action Settlement
2 and Statement of Attorneys’ Fees and Costs, and Incentive Awards (collectively, “Motions”).
3 The Court held a Final Approval Hearing on November 13, 2024. The Court has reviewed all the
4 foregoing, the record in this case, and the relevant law. Being fully advised, the Court **GRANTS**
5 Plaintiffs’ Motions. The Court **ORDERS** and makes the following findings and determinations:

- 6 1. The Court has personal jurisdiction over all of the Parties to this Action, including
7 Defendant, the Class Representatives, and the Class Members. And the Court has subject
8 matter jurisdiction over this Action, and all matters related to the Settlement.
- 9 2. The Settlement Agreement is incorporated by reference into this Order and is adopted by
10 the Court.

11 Approval of Notice and Settlement Administration

- 12 3. Direct notice was distributed to Class Members as ordered in this Court’s Preliminary
13 Approval Order.
- 14 4. The Court finds that Notice was disseminated in a manner that: (a) constituted the best
15 notice practicable under the circumstances; (b) was reasonably calculated to inform all
16 Class Members of this Action, of the terms and effect of this Settlement, of their right to
17 opt out of or object to this Settlement, of the Final Approval Hearing, of Class Counsel’s
18 fees and costs request, and of the Class Representatives’ request for incentive awards; (c)
19 constituted adequate and sufficient notice to all Class Members; (d) satisfied the
20 requirements of the United States Constitution and Oregon law. The Court notes that the
21 notice program resulted in near-universal notice to Class Members. This result shows that
22 the notice plan was well-devised and executed.
- 23 5. The notices themselves provided all relevant information concerning the claims, the
24 Settlement’s terms and impact, and Class Members’ ability to opt out of or object to the
Settlement. Plus, in addition to direct notice, the Settlement Administrator established
and ran a Settlement Website that provided additional information to Class Members,

1 including an FAQ page, contact information, and relevant documents. In sum, the Court
2 finds that thorough and effective Notice was successfully administered.

3 Certification of the Settlement Class

4 6. Pursuant to ORCP 32, the Court finally certifies the following Class, for settlement
5 purposes only:

- 6 • all persons who, while in the state of California, placed one or more mattress orders
7 on Defendant’s website Saatva.com from May 23, 2020 to May 23, 2024 (“California
8 Settlement Subclass”); and
- 9 • all persons who, while in the state of Oregon, placed one or more mattress orders on
10 Defendant’s website Saatva.com from May 23, 2023 to May 23, 2024 (“Oregon
11 Settlement Subclass”).

12 7. This Class is the same as was conditionally certified in the Court’s Preliminary Approval
13 Order. The Court again finds that this Settlement Class satisfies the requirements of
14 ORCP 32.

15 8. First, the Settlement Class, which consists of more than 94,000 members, is so numerous
16 that joinder of all Class Members in a single action is impracticable. Next, there are
17 numerous common questions of law and fact, and these common questions predominate
18 over all individual questions. In addition, the claims of the Class Representatives are
19 typical of the Settlement Class. And the Class Representatives, along with Class Counsel,
20 have no conflicts with Settlement Class Members and have fairly and adequately
21 represented the Class’s interests. Finally, because the claims are numerous and low in
22 value, a class action is a superior mechanism for their resolution.

23 9. The Settlement was negotiated at arm’s length with the aid of an experienced mediator. It
24 provides substantial direct relief to Class Members, and allows them to choose between
receiving relief in the form of a credit voucher, usable for any product on Defendant’s
website, or in cash. This relief appears more than adequate, especially given the potential

1 risks associated with continued litigation of this case. In short, the Settlement is fair,
2 reasonable, and adequate, and warrants approval under Oregon law.

3 10. The reaction of the Settlement Class also favors approval. Out of a class of more than
4 94,000, only ten Class Members opted-out, and not a single Class Member objected
5 (either to the Settlement or to Defendant's request for fees). Moreover, more than 13% of
6 Class Members have submitted claim forms in this case. This is high for a class action,
7 especially one in which Class Members did not need to submit a claim form to receive
8 relief under the Settlement.

9 11. The Court has considered Class Counsel's request for attorneys' fees and costs, and
10 grants the requested award of \$2,064,147.98 in attorneys' fees and \$10,852.02 in
11 litigation costs. The fee award represents less than 15% of the total benefits provided by
12 the Settlement, well below what is typically awarded in similar circumstances. The award
13 is justified by Class Counsel's diligent work in this Action and is reasonable under ORCP
14 32 M and O.R.S. § 20.075. The Court also finds that the costs incurred by Counsel were
15 reasonable.

16 12. The Court grants the Class Representatives' request for \$2,500 incentive awards, for a
17 total of \$5,000. These awards are justified given the Class Representatives' active
18 participation in this Action and their service to the Settlement Class.

19 13. Upon entry of this Order, the claims asserted in this Action, and the Released Claims of
20 each Class Member, are fully, finally, and forever released and discharged by Class
21 Members who did not submit valid requests for exclusion, pursuant to the terms of the
22 Settlement Agreement. Thus, Class Members are permanently barred and enjoined from
23 asserting, commencing, prosecuting or continuing any of the Released Claims against the
24 Discharged Parties.


14. The ten Class Members who opted out of the Settlement Agreement have not released
any claims and will retain all rights against Defendant.

1 15. As a result of the Settlement's Final Approval, **Final Judgment** is entered based on the
2 Parties' Settlement Agreement. Accordingly, this action is **DISMISSED WITH**
3 **PREJUDICE**, with all Parties to bear their own costs and fees except as set forth herein.

4 16. Notwithstanding the forgoing, and without affecting the finality of this Order in any way,
5 the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement, and
6 guarantee that its terms and this Order are carried out.

7 **IT IS SO ORDERED.**

8
9 Date: 11/13/2024 9:06:40 AM



Circuit Court Judge Heidi H. Moawad

10
11
12 Submitted by:

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14 s/ Simon Franzini

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24 Counsel for Plaintiffs

1 **CERTIFICATION OF COMPLIANCE WITH UTCR 5.100**

2 Pursuant to UTCR 5.100, the undersigned certifies that:

3 1. The manner of compliance with any applicable service requirement under the rule is:

- 4 1. No service requirement applies because box 4 is checked below.
- 5 2. The order or judgment is accompanied by a stipulation by each counsel that no objection exists as to the order or judgment.
- 6 3. The order or judgment was served on each counsel not less than three days, and on each self-represented party not less than seven days (along with notice of the time period to object), prior to submission to the court.

7 2. The submission is ready for judicial signature because:

- 8 1. Each party affected by this order or judgment has stipulated to the order or judgment, as shown by each party's signature on the document being submitted.
- 9 2. Each party affected by this order or judgment has approved the order or judgment, as shown by each party's signature on the document being submitted or by written confirmation of approval sent to me.
- 10 3. I have served a copy of this order or judgment on each party entitled to service and:
- 11 a. No objection has been served on me.
- 12 b. I received objections that I could not resolve with a party despite reasonable efforts to do so. Defendants said they do not think the parties need to confer on objections and would not explain what their objections are, though I assume they rely on the arguments they made in their briefing and at the hearing.
- 13 c. After conferring about objections, all objecting parties agreed to independently file any remaining objections.
- 14 4. Service is not required pursuant to UTCR 5.100(3), or by statute, rule, or otherwise.
- 15 5. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section under UTCR 5.100(5).

16 DATED: October 11, 2024.

17 s/ Cody Hoesly

18 Cody Hoesly

CERTIFICATE OF SERVICE

I am over the age of 18 and am not a party to the within action. I am employed in Multnomah County, State of Oregon, and my business address is 121 SW Morrison St., Suite 600, Portland, Oregon 97204.

On October 11, 2024, I served the following document(s):

ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on the party or parties listed on the following page(s) in the following manner(s):

BY HAND DELIVERY: For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by messenger to the street address(es) indicated on the attached service list.

BY FEDERAL EXPRESS: For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be delivered by Federal Express to the street address(es) indicated on the attached service list.

BY FIRST-CLASS MAIL: For each party, I caused a copy of the document(s) to be placed in a sealed envelope and caused such envelope to be deposited in the United States mail at Portland, Oregon, with first-class postage thereon fully prepaid and addressed to the street address(es) indicated on the attached service list.

BY FACSIMILE: For each party, I caused a copy of the document(s) to be sent by facsimile to the facsimile number(s) indicated on the attached service list. If this action is pending in Oregon state court, then printed confirmation of receipt of the facsimile generated by the transmitting machine is attached hereto.

BY E-MAIL: For each party, I caused a copy of the document(s) to be sent by electronic mail to the e-mail address(es) indicated on the attached service list.

BY E-FILING: For each party, I caused a copy of the document(s) to be sent by electronic mail via Tyler Technologies Odyssey filing system to the e-mail address(es) on file with that system.

I declare under penalty of perjury under the laws of the State of Oregon that the foregoing is true and correct.

s/ Cody Hoesly

Cody Hoesly

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